

I, Desiree Olaechea, declare under penalty of perjury: case number 24CV0593

□1.□I am the Plaintiff in the above-captioned matter.

□2.□I respectfully move this Court to vacate or significantly reduce the attorney's charging lien placed on my settlement funds by Stewart Lee Karlin and/or his firm.

□3.□The lien is being asserted against a settlement I received in connection with a disciplinary matter (3020-a proceeding) and related litigation.

□4.□I was represented by the above attorney(s) but subsequently discharged them for cause, including alleged unethical conduct, unreasonable billing demands, and failure to act in my best interests.

□5.□The retainer agreement specific to the 3020-a matter does not authorize a contingency fee, and the lien asserted exceeds the scope of that agreement.

□6.□I am currently facing severe financial hardship. I rely on limited income since moving to an entirely different state and urgently need the settlement funds to cover basic necessities for myself and children, and grandchildren such as rent, medical expenses, and utilities. I have attached documentation of my hardship.

□7.□Allowing the attorney to enforce this lien would impose undue hardship on me and would be inequitable under the circumstances.

□8.□I respectfully request that the Court vacate or reduce the lien and release the settlement funds.

*** Filed ***
03:31 PM, 07 Aug, 2025
U.S.D.C., Eastern District of New York

August 7, 2025

Executed on: 8/7/25

Desiree Olaechea

Desiree Olaechea

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**MEMBER OF THE BAR
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CONTRACT FOR REPRESENTATION

I, **DESIREE OLAECHEA** (hereinafter, "the Client"), do hereby retain the services of **STEWART LEE KARLIN LAW GROUP, P.C.** (hereinafter "the Attorney") to represent me in connection with a 3020-a hearing with the Brentwood School District.

This is a flat fee contract for representation of \$7,500.00. In the event this matter goes longer than two hearing days, each day beyond two days is payable at \$2,500.00 per day. This retainer does not take effect until receipt of \$5,000.00 by the Attorney. The balance of \$2,500.00 is due one week prior to the pre-hearing conference. If the Client fails to pay the retainer fee in full, the attorney has an unconditional right to withdraw as counsel.

The Client will be responsible for the payment of costs and expenses incurred by the Attorney in the investigation and prosecution of such claims. Such expenses and costs may also include retaining expert witnesses or private investigators whose services may be necessary to adequately prosecute the Client's claims. If the retention of an expert witness or private investigator is necessary, the Client will pay the cost of the services directly to the provider.

Should a dispute arise concerning attorney fees, the Client may have a right to arbitrate fee disputes with the New York State Fee Dispute Resolution Program, which is binding upon both attorney and client.

ACCEPTED AND AGREED:

STEWART LEE KARLIN, ESQ.

DESIREE OLAECHEA

DATED: _____

DATED: _____